,

AN ORDINANCE approving the Contract for Tokheim Water Main Extension Project - 87-XP-2, between the City of Fort Wayne, Indiana and Kreager Brothers Excavating, Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract for Tokheim Water Main Extension Project - 87-XP-2, between the City of Fort Wayne, by and through its Board of Public Works and Safety and Kreager Brothers Excavating, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

the installation of a ductile iron water main as follows: For the installation of 11,700+ L.F. of 16" and 4,750+ L.F. of 12" Ductile Iron Water Main as follows: On Wallen Road from Newberry Drive to Old Auburn Road; on Chacapeta Pass, Angler Pass and Sakaden Parkway from Lincoln Village to Wallen Road; on Old Auburn Road from Wallen Road northward to an easement; within an easement from Wallen Road, eastward and northward to Dupont Road;

the Contract price is Five Hundred Eighty-Six Thousand Eight Hundred Sixty-Three and 16/100 Dollars (\$586,863.16).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract, on October 20, 1987.

Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM AND LEGALITY

Bruce O. Boxberger, City Attorney

seconded by two in full and on motion by
by title and recent , and cuty adopted road to
Plan Commission for recommendation) and Public Hearing to be held after Indiana, on, the, the
, the todaicy Bullding, Fort Way
p'clock M F
Sandra p. Hennedy
SANDRA E. KENNEDY, CITY CLERK Read the third time in 5.12
Read the third time in full and on motion by Second by passage. PASSED: (LOST) by the following vote:
AYES NAYS ABSTAINED ABSENT TO-WIT:
TOTAL VOTES
BRADBURY
BURNS
EISBART
GiaQUINTA
HENRY
REDD
SCHMIDT ~
STIER
TALARICO -
DATE: 11-10-87
Sandra & Leinedy
Passed and adopted by the Commence of the Comm
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (CENERAL)
(CDECTAT)
on the 10th day of
, 19 87,
(SEAL)
Sandra F. Lennedy Mark 50 ()
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER
Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the day of
at the hour of /// o'clock M., E.S.T.
O CIOCK M., E.S.T.
· Sandra & Lenned
SANDRA E. KENNEDY, CITY CLERK
Approved and signed by me this 3th day of November
19 87, at the hour of O'clock A.M., E.S.T.
WIN MOSTO IN A
MAYOR

NOTICE OF AWARD

To: kreager Brothers Excavating, in	.C.
Box 365	
Cromwell, IN 46732	
PROJECT DESCRIPTION Water Contra	ct 87-XP-2 - Tokeim Water Main
Extension	
The OWNER has considered the BID subm WORK, in response to its advertisemen	nitted by you for the above-described to for bids dated
You are hereby notified that your BID amount of \$ 586,863.16	has been accepted for items in the
You are required to furnish Contractor Payment Bond and Certificate of Insurdays from the date of this Notice to	
If you fail to execute said Agreement ten (10) days from the date of this N to consider all your rights arising of your BID as abandoned and as a forfei will be entitled to such other rights	out of the OWNER'S acceptance of ture of your BID BOND. The OWNER is as may be granted by law.
You are required to return an acknowl AWARD to the OWNER.	edged copy of this NOTICE OF
Dated this 22nd day of Sept. , 19	87.
Win C. Moses, Mayor	OWNER City of Fort Wayne
Soul Whr	By Baron R. Biedenweg Title Director
Contract Compliance ACCEPTANCE OF NOTICE	osetu R. GMOZ
Receipt of the above NOTICE OF AWARD is hereby acknowledged by	Cosette R. Simon, Member
	Gregory M. Purcell, Member
Title	

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION I ALTERNATE (8")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
3	1150 ±L.F.	8" CL. #50 Ductile Iron Water Main	15.76	18,12400
7	2 each	8" Gate Valve w/Box	691.00	1,382.00
13A	1 each	8" X 8" Tee	360.00	360.00
31	275 ± L.F.	Asphalt Street Restoration	12.00	3,300.00
34	1100 ± L.F.	Grass Area Restoration	2.00	2,200.00
36	Per L.F.	Type "A" Backfill	6.50	XXXXXXXX
37	Per L.F.	Type "B" Backfill	Z.90	XXXXXXXX
		TOTAL ALTERNATE BID	25,366.	00

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION II ALTERNATE (8")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
3.	3555 ± L.F.	8" CL. #50 Ductile Iron Water Main	14.36	51,049.80
7.	3 each	8" Gate Valve W/Box	690.00	2,070.00
13a.	1 each	8" X 8" Tee	390.00	390.00
15a.	1 each	8" X 90° Elbow	464.00	4-64.01
18.	11 each	8" X 45° Elbow	460.00	5,060.00
25a.	2 each	Type I Fire Hydrant Assembly	1,580.00	3,160.00
26a.	4 each	Type III Fire Hydrant Assembly	1,605.00	6,420.0
31.	1350 ± L.F.	Asphalt Street Restoration	19.65	26,5275
33.	3300 ± S.F.	Concrete Drive Restoration	4.90	16,170.a
34.	800 ± L.F.	Grass Restoration	2.00	1,600.00
36.	Per L.F.	Type "A" Backfill	6.50	XXXXXXX
37.	Per L.F.	Type "B" Backfill	2.90	XXXXXXX
	The second second		14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	County The County of the

TOTAL ALTERNATE BID

112,911.30

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION-III ALTERNATE (12")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE EXTENSI
2.	2069 ± L.F.	12" CL #50 Ductile Iron Water Main	18.68 38,648.92
4.	54 ± L.F.	6" CL. #50 Ductile Iron Water Main	15.74 849.96
6.	2 each	12" Gate Valve W/Box	1,000.00 2,000.00
8.	1 each	6" Gate Valve W/Box	550.00 550.00
13.	2 each	12" X 12" Tee	450.00 900.00
13c.	1 each	12" X 6" Tee	400.00 400.00
24.	1 each	Type I Fire Hydrant Assembly	1,588.00 1,588.00
30.	250 ± L.F.	Stone Surface	1.60 400.00
31.	350 ± L.F.	Asphalt Street Restoration	12.00 4,200.00
34.	1750 ± L.F.	Grass Area Restoration	2.00 3,500.00
35.	30 ± S.F.	Concrete Walk Restoration	4.90 147.00
36.	Per L.F.	Type "A" Backfill	6.50 XXXXXXXXX
37.	Per L.F.	Type "B" Backfill	2.30 XXXXXXXXX
		TOTAL ALTERNATE BID	53,183,88

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION III ALTERNATE (8")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
3.	2069 ± L.F.	8" CL. #50 Ductile Iron Water Main	14.32	29,628.08
4.	54 ± L.F.	6" CL. #50 Ductile Iron Water Main	14.00	756.00
7.	2 each	8" Gate Valve W/Box	608.00	1, 216.00
8.	1 each	6" Gate Valve W/Box	4-80.00	480.00
13a.	2 each	8" X 8" Tee	314.00	628.00
13ь.	1 each	8" X 6" Tee	310.00	310.00
24.	1 each	Type I Fire Hydrant Assembly	1,460.00	1,460.00
30.	250 ± L.F.	Stone Surface	1.60	400.00
31.	350 ± L.F.	Asphalt Street Restoration	12.00	4. 200.00
34.	1750 ± L.F.	Grass Area Restoration	2.00	3,500.00
35.	30 ± S.F.	Concrete Walk Restoration	4.90	147.00
36.	Per L.F.	Type "A" Backfill	6.50	XXXXXXXXX
37.	Per L.F.	Type "B" Backfill	2.90	XXXXXXXXXX

TOTAL ALTERNATE BID

42,725.08

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION IV (ALTERNATE 8")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
3.	4850 ± L.F.	8" CL. #50 Ductile Iron Water Main	14.32	69,452.00
7.	6 each	8" Gate Valve W/Box	608.00	3,648.00
13a.	4 each	8" X 8" Tee	314.00	1,256.00
18.	10 each	8" X 45° Elbow	270.00	2,700.00
23a.	2 each	8" X 6" Reducer	Z64.00	528.00
24.	5 each	Type I Fire Hydrant Assembly(8" Main)	14-60.00	7,300.00
27.	2 each	Fire Hydrant	985.00	1,970.00
30.	1000 ± L.F.	Stone Surface	1.60	1,600.00
31.	177 ± L.F.	Asphalt Street Restoration	12.00	3/24.00
33.	400 ± S.F.	Concrete Drive Restoration	4.90	1,960.00
34.	4400 ± L.F.	Grass Restoration	Z.00	8,800.00
36.	Per L.F.	Type "A" Backfill	6.50	XXXXXXXXXX
37.	Per L.F.	Type "B" Backfill	2.90	XXXXXXXXXX

TOTAL ALTERNATE BID \$ 101,338.00

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION V (ALTERNATE 8")

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI(
3.	4918 ± L.F.	8" CL. #50 Ductile Iron Water Main	12.16	59,802.82
7.	5 each	8" Gate Valve W/Box	608.00	3,040.00
8.	1 each	6" Gate Valve W/Box	480.00	480.00
13a.	2 each	8" X 8" Tee	314.00	628.00
13ь.	1 each	8" X 6" Tee	310.00	3/0.00
15a.	1 each	8" X 90° Elbow	275.00	275.00
18.	2 each	8" X 45° Elbow	270.00	540.00
19a.	1 each	8" X 22½° Elbow	370.00	370.00
23a.	1 each	8" X 6" Reducer	225.00	225.00
27.	1 each	Fire Hydrant	985.00	385.00
28.	220 L.F.	30" Casing Pipe (Boring)(I-69)		
29.	130 L.F.	("30" Casing Pipe (Boring)(Dupont Rd.)	180.00	73 100.00
34.	4550 ± L.F.	Grass Area Restoration	180.00	23,400.00
36.	Per L.F.	Type "A" Backfill	2.00	9, 100.00
37.	Per L.F.	Type "B" Backfill	6.50	
		Type B Backlill	2.90	XXXXXXXXXX

TOTAL ALTERNATE BID \$138,755.88

CITY OF FORT WAYNE, INDIANA IMPROVEMENT TO FORT WAYNE WATER UTILITY

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

	BID SUMMARY SHEET	
DIVISION I	- BASE BID (FROM SHEET S-3)	\$ 30,938.00 V
DIVISION II	- BASE BID (FROM SHEET S-5)	\$ 128,837.45
DIVISION III	- BASE BID (FROM SHEET S-7)	\$ 67, 266.50
DIVISION IV	- BASE BID (FROM SHEET S-10)	\$ 159,525.00
DIVISION V	- BASE BID (FROM SHEET S-12)	\$ 200, 296.06
	TOTAL BASE BIDS	\$ 586,863.01 V 586,863.16

ALL WORK SHALL BE COMPLETED WITHIN 120 DAYS AFTER ISSUANCE OF THE NOTICE TO PROCEED. THOSE DAYS, WHICH THE CONTRACTOR CANNOT WORK, BECAUSE OF SEVERELY INCLEMENT WEATHER, SHALL NOT BE COUNTED.

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION I BASE BID

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
2	1150 ±L.F.	12" Cl #50 ductile Iron Water Main	20.12	23,138.0
6	2 each	12" Gate Valve W/Box	900.00	1,800.00
13	1 each	12" X 12" Tee	500.00	500.00
31	275 ± L.F.	Asphalt Street Restoration	12.00	3,300.00
34	1100 ± L.F.	Grass Restoration	2.00	2,200.00
36	Per L.F.	Type "A" Backfill	6.50	XXXXXXXX
37	Per L.F.	Type "B" Backfill	Z.90	XXXXXXXX
		TOTAL BASE BID *	30,938.	00 V

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION II BASE BID

			•	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
2.	3500 ± L.F.	12" CL. #50 Ductile Iron Water Main	18.72	65,520.
3.	55 ± L.F.	8" CL. \$50 Ductile Iron Water Main	19.09	1,049.95
6.	2 each	12" Gate Valve W/Box	900.00	1,800.00
7.	l each	8" Gate Valve W/Box	595.00	595.00
13.	1 each	12" X 12" Tee	460.00	460.00
15.	2 each	12" X 90° Elbow	540.00	1,080.00
17.	10 each	12" X 45° Elbow	4.07.00	4,070.00
18.	1 each	8" X 45° Elbow	330.00	330.00
22.	l each	12" X 8" Reducer	295.00	295.00
25.	2 each	Type I Fire Hydrant Assembly	1,550.00	3,100.00
26.	4 each	Type III Fire Hydrant Assembly	1,560.00	6,240.00
31.	1350 ± L.F.	Asphalt Street Restoration	19.65	26,527,50
33.	3300 ± ₹₹.	Concrete Drive Restoration	4.90	16,170.00
34.	800 ± L.F.	Grass Area Restoration	Z.00	1,600.00
36.	Per L.F.	Type "A" Backfill	6.50	XXXXXXXX
37.	Per L.F.	Type "B" Backfill	2.90	XXXXXXXX

TOTAL BASE BID *

128,837.45

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION III BASE BID

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE EXTENSION
1.	2015 ± L.F.	16" CL. #50 Ductile Iron Water Main	24.47 49,307.05
2.	54 ± L.F.	12" CL. #50 Ductile Iron Water Main	20.00 -1,080.00
4.	54 ± L.F.	6" CL. #50 Ductile Iron Water Main	13.90 750.60
5.	l each	16" Butterfly Valve	1,900.00 1,900.00
6.	1 each	12" Gate Valve W/Box	1,000.00 1,000.00
8.	1 each	6" Gate Valve W/Box	550.00 550.00
9.	1 each	16" X 16" Tee	782.00 782.00
10.	1 each	16" X 12" Tee	762.00 762.00
12.	1 each	16" X 6" Tee	615.00 615.00
20.	1 each	16" X 12" Reducer	455.00 4.55.00
24.	1 each	Type I Fire Hydrant Assembly	1,818.00 1,818.00
30.	250 ± L.F.	Stone Surface	1.60 400.00
31.	350 ± L.F.	Asphalt Street Restoration	12.00 4.200.00
34.	1750 ± L.F.	Grass Area Restoration	2.00 3,500.00
35.	30 ± S.F.	Concrete Walk Restoration	4.90 147.00
36.	Per L.F.	Type "A" Backfill	6.50 XXXXXXXXXX
37.	Per L.F.	Type "B" BAckfill	Z.90 XXXXXXXXXX
		MOMAY DAGD STO	\$67711 50 V

TOTAL BASE BID*

67,266.50 1

WATER CONTRACT 87-XP-2 TOKHEIM WATER MAIN EXTENSION

DIVISION IV BASE BID

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSI
1.	4750 ± L.F.	16" CL. #50 Ductile Iron Water Main	24.08	114,380.01
2.	100 ± L.F.	12" CL. #50 Ductile Iron Water Main	21.17	.2,117.00
5.	3 each	16" Butterfly Valve W/Box	1,900.00	5,700.00
6.	2 each	12" Gate Valve W/Box	1,000.00	2,000.00
7.	1 each	8" Gate Valve W/Box	608.00	608.00
9.	2 each	16" X 16" Tee	782.00	1,564.00
10.	1 each	16" X 12" Tee	762.00	762.00
11.	1 each	16" X 8" Tee	700.00	700.00
16.	10 each	16" X 45° Elbow	500.00	5,000.00
20.	1 each	16" X 12" Reducer	460.00	460.00
21.	1 each	16" X 6" Reducer	400.00	400.00
23.	1 each	12" X 6" Reducer	300.00	300.00
24.	5 each	Type I Fire Hydrant Assembly(16" Main)	1,816.00	9,080.00
27.	2 each	Fire Hydrant	985.00	1,970-00
30.	1000 ± L.F.	Stone Surface	1.60	1,600.00
31.	177 ± L.F.	Asphalt Street Restoration	12.00	2,124.00
33.	400 ± S.F.	Concrete Drive Restoration	4.90	1,960.00
34.	4400 ± L.F.	Grass Restoration	2.00	8,800.00
36.	Per L.F.	Type "A" Backfill	6.50	XXXXXXXXXX
37.	Per L.F.	Type "B" Backfill	2.90	XXXXXXXXXX

*Enter this figure on Summary Sheet S-2.

TOTAL BASE BID *

WATER CONTRACT 87-XP-2 TORHEIM WATER MAIN EXTENSION

DIVISION V BASE BID

		·		
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	Damini
1.	4900 ± L.F.	16" CL. #50 Ductile Iron Water Main	22.28	
2.	18 ± L.F.	12" CL. #50 Ductile Iron Water Main	16.67	300.06
5.	4 each	16" Butterfly Valve W/Box	1900.00	7,600.00
6.	1 each	12" Gate Valve W/Box	1,000.00	
8.	1 each	6" Gate Valve W/Box	480.00	1,000.00
9.	2 each	16" X 16" Tee	782.00	480.00
12.	1 each	16" X 6" Tee	615.00	1,564.00
14.	1 each	16" X 90° Elbow	580.00	615.00
16.	2 each	16" X 45° Elbow	500.00	580.00
19.	l each	16" X 22½° Elbow	540,00	5110000
20.	1 each	16" X 12" Reducer	455.00	540.00
21.	1 each	16" X 6" Reducer	405.00	455.00
27.	1 each	Fire Hydrant	385.00	985.00
28.	220 L.F.	30" Casing Pipe (Bored)(I-69)	10-	
29.	130 L.F.	30" Casing Pipe (Bored)(Dupont Rd.)	1/0 0	74 700.00
34.	4550 ± L.F.	Grass Area Restoration	2.00	24,700.00
36.	Per L.F.	Type "A" Backfill	100	2,100.00
37.	Per L.F.	Type "B" Backfill	7.00	XXXXXXXXXX
		TOTAL BASE BID *	200, 296.	
			200, 2/6.	06

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this 16 day of 560 1987.



FIRM NAME Kreager Bros. Excavating, Inc.

× facob E. Theoger

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this _/6_ day of ________, 1987.



Kreager Bros. Excavating, Inc.

NAME OF CORPORATION

BY: Keorge E. Lre PRESIDENT

ATTEST:

* Jacob E. Treager

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A	The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
	For MBE specify percentage of minority ownership _ 3.
	For WBE specify percentage of women ownership %.
В	The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.
	The MBE/WBE firm (cross out inapplicable provision), shall have % participation (employees) % participation (costs) in this project.
	Specify the percentage of minority/women ownership in the MBE/WBE firm%. (Cross out inapplicable provision.)
c.	The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:
	NAME OF FIRM ADDRESS TYPE OF WORK
	1. OXIDENE ENTERPRIZES FORTWAYNE, TRUCKING & 2. IN. MATERIAL

D. The undersigned commits Z % of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM ADDRESS TYPE OF WORK

1. I & TRUCKING 2207 W. COOK RD. TRUCKING
2. FORT WAYNE, IN.
3.

E.	and	plete (1) and (2) below if participation goals of 7% MBE 2% WBE have not been met.
	1.	My Company cannot meet the participation goals for the following reasons:
	2.	We have taken the following steps in an attempt to comply with these participation goals:
		(Attach additional sheets as necessary.)
Contracto	rKK	REPOSER BROTHERS EXC., INCCONTRACTOR
By Jaco	6 8.	Treaser By_
Its SEC	CETT	ney-Trensure Its

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

- A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least // % of the total hours worked on this project.
- B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

Му	Compan	y has	taken ti	ne foll	Lowing	step	s in a	n att
	comptA	With	the 17%	hourly	y util	izati	on fig	ure:

By Jacob E. Kleager

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

BID BOND

515	
	BOND NUMBER
KNOW ALL MEN BY THESE PRESENTS:	
THAT KREAGER BROTHERS EXCAVATING	, INC.
0	Fort Wayne, Indiana
	as Principal , and UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and	firmly bound unto
City of Fort Wayne, Board of Pub	olic Works and Safety
as Obligee, in the full and just sum of	
Ten Per Cent (10%) of Maximum	Bid
lawful money of the United States, for the payment of which sum,	well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by th	nese presents.
WHEREAS, the said Principal is herewith submitting its propos	sal
Water Contract #87-XP-2 Tokheim Water Main Extension	
THE CONDITION OF THIS OBLIGATION is such that if the aforesaid P	Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and suffice	cient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal	and Surety will pay unto the Obligee the difference in money between
the amount of the bid of the said Principal and the amount for which	the Obligee legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall	liability hereunder exceed the penal sum hereof.
Signed, sealed and delivered September 16, 1987 (Date)	
(Date)	KREAGER BROTHERS EXCAVATING INC. (SEAL)
	BY: Jacob E. Treager (SEAL)
VACTO TENTO DVC ACCINOV TAG	UNITED STATES FIDELITY AND GUARANTY COMPANY
YASTE, ZENT & RYE AGENCY, INC.	Horald a Nable
Caret & Clucken	Attorney-in-fact

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any vay; directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, vbereby such affiant or effiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

	this state of this	bi
	Kreager Bros. Excavating, In	С.
	Jacob E. Treaser	3
	Sec. Treasurer Signature	;
Subscribed and sworn to before me by		-
this 16th day of September	19 87	
Hy Commission Expires:	Delly Sellowa	
5/26/90	NOTARY PUBLIC	To Village
	Resident of Noble County, I	
Subscribed and sworn to before me by this day of Ey Commission Expires:	, 19	
	the control of the co	
All the same of the same that	NOTARY PUBLIC Resident of County, I	N
Subscribed and sworn to before me by	**************************************	- 10 to ag
this day of	. 19	-
My Commission expires:	Process or some annual	
and the second of the second o	NOTARY PUBLIC Sesident of County.	THE
and the second s	The state of the s	

UNITED STATES FIDELITY AND GUARANTY COMPANY

Ballinoss, Maryland

(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

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	DONO HOMOLEANNIA
KNOW ALL MEN BY THESE PRESENTS:	
That KREAGER BROTHERS EXCAVATING,	INC.
	as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUAR	ANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter of	alled Surety, are held and firmly bound unto
City of Fort Wayne, Board of Publ	ic Works and Safety
as Obligee, hereinafter called Owner, in the amount of Five.	Hundred Ninety Three Thousand, Eight
Hundred and 00/100	Dollars (\$593,800.00), r heirs, executors, administrators, successors and assigns, jointly and
WHEREAS, Contractor has by written agreement datedSep	otember 30 19.87, entered into a contract with Owner for
Water Contract 87-XP-2; Tokheim Water	Main Extension
in accordance with drawings and specifications prepared by	
hereof, and is hereinafter referred to as the Contract.	, which contract is by reference made a part
NOW, THEREFORE, THE CONDITION OF THIS OBLIGAT said Contract, then this obligation shall be null and void; otherwise it shall be not shall be n	TON is such that, if Contractor shall promptly and faithfully perform all remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time	ne made by the Owner.
thereunder, the Surety may promptly remedy the default, or shall promptl (1) Complete the Contract in accordance with its terms and conditio (2) Obtain a bid or bids for completing the Contract in accordance we est responsible bidder, or, if the Owner elects, upon determinated arrange for a contract between such bidder and Owner, and make a succession of defaults under the contract or contracts of completion less the balance of the contract price; but not exceeding hereunder, the amount set forth in the first paragraph hereof. The	· ·
Any suit under this bond must be instituted before the expiration Contract falls due.	on of two (2) years from the date on which final payment under the
No right of action shall accrue on this bond to or for the use of the heirs, executors, administrators or successors of the Owner.	of any person or corporation other than the Owner named herein or
Signed and sealed this 30th	day of September , 1987.
In the presence of:	KREAGER BROTHERS EXCAVATING, INC.
YASTE, ZENT & RYE AGENCY, INC. (Witness) (Witness)	By Jacob E. Klessen (Seal) Principal UNITED STATES FIDELITY AND GUARANTY COMPANY BY GEORGE (Seal)

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FIDELITY AND P Ballimons, Maryland

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(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (F	ebruary 1970 Edition)
KNOW ALL MEN BY THESE PRESENTS:	BOND NUMBER
That KREAGER BROTHERS EXCAVATING, IN	C
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called City of Fort Wayne, Board o as Obligee, hereinafter called Owner, for the use and benefit of claimants	I Surety, are held and firmly bound unto f Public Works and Safety as hereinbelow defined in the amount of
Five Hundred Ninety Three Thousand, Eight for the payment whereof Principal and Surety bind themselves, their he severally, firmly by these presents.	Hundred and $00/100_{\text{ollars}}$ (\$ 593,800.00), irs, executors, administrators, successors and assigns, jointly and
WHEREAS, Principal has by written agreement dated Septembe	r 30 19 87, entered into a contract with Owner for
Water Contract 87-XP-2; Tokheim Water Ma	in Extension
in accordance with drawings and specifications prepared by	(Here insert full name, title and address)
hereof, and is hereinafter referred to as the Contract.	which contract is by reference made a part
the amount claimed and the name of the party to whom the maperformed. Such notice shall be served by mailing the same by addressed to the Principal. Owner or Surety, at any place where or served in any manner in which legal process may be served such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on will however, that if any limitation embodied in this bond is prohib shall be deemed to be amended so as to be equal to the minimum of the property o	ably required for use in the performance of the Contract, then this, subject, however, to the following conditions: "Cipal or with a sub-contractor of the Principal for labor, material, of the contract, labor and material being construed to include that vice or rental of equipment directly applicable to the Contract, agree with the Owner that every claimant as herein defined, who ety (90) days after the date on which the last of such claimant's ed by such claimant, may sue on this bond for the use of such image as may be justly due claimant, and have execution thereon. The sof any such suit. The Principal, shall have given written notice to any two of the ed. within ninety (90) days after such claimant did or performed the sof for which said claim is made, stating with substantial accuracy sterials were furnished, or for whom the work or labor was done or registered mail or certified mail, postage prepaid, in an envelope e an office is regularly maintained for the transaction of business, d in the state in which the aforesaid project is located, save that each in the state in which the aforesaid project is located, save that each principal ceased work on said Contract, it being understood, ted by any law controlling the construction hereof such limitation mum period of limitation permitted by such law. The country or other political subdivision of the state in which the estate in which the set District Court for the district in which the project, or any part and payment or payments made in good faith hereunder inclusive.
Signed and sealed this	y of September 19 87
YASTE, ZENT & RYE AGENCY, INC.	REAGER BROTHERS EXCAVATING, INC. (Seal) Principal Outlo states fidelity and guaranty company (Seal)

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Tympso G (Call The Call Tympso G (Call Tymps ISSUE DATE (MANDO/YY) PRODUCER THIS CTATIFICATE IS ISSUED AS A MATTER OF INFOSMATION ONLY AND CONFERS TO BIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Yaste, Zent & Rye Agency, Inc. 127 W. Berry St., Ste. 1200 COMPANIES AFFORDING COVERAGE F.O. Box 1367 Fort Wayne. IN COMPANY A 46801 U.S.F.& G. STIER INSURED COMPANY Kreager Bros Excavating. LETTER COMPANY 3 St. Road #5, Box 365 LETTER Cromwell, IN 46732

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, HOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY SE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

COMPANY TETTER

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIABILI	TY LIMITS IN TI	HOUSANDS
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4	COMPREHENSIVE FORM	MP 089993772	6/ 1/87	6/ 1/88	RODILY	S	3
	Y PREMISES/OPERATIONS UNDERGROUND EXPLOSION & GOLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS				PROPERTY	\$	3
	Y PRODUCTS/COMPLETED OPERATIONS Y CONTRACTUAL Y INDEPENDENT CONTRACTUALS				O & PD COMBINED	3 750	3 750
	X BROAD FORM PROPERTY CANAGE X PERSONAL PROPERTY				PERSON	NAL INJURY	3 750
	AUTOMOBILE LIABILITY X ANY AUTO	2.42 - 2.46.47993	6/ 1/97	6/ 1/88		\$	7.00
	ALL CWNED AUTOS (PRIV. FASS.)				TROUP VICTO VER ACCIDENTI	3	
	X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY	\$	
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	X UMBRELLA FORM OTHER THAN UMBRELLA FORM	CEP 094426530	6/ 1/87	6/ 1/88	BI & PD COMBINED	\$ 2,000	\$ 2,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			1 1	STATUTO \$ \$ \$	(EACH AC	CCIDENT) -POLICY LIMIT) -EACH EMPLOYEE)
and the state of the state of the state of	OTHER			11			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Water Contract 87-XP-2; Tokheim

Water Main Extension

SERVICIONALE HODDER

Dity of Fort Wayne Board of Public Works One Main St. Fort Wayne, IN 46802 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT PAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Od a. Palle

10/ 2/87

Fort Wayne, IN 46801 Sumeo Creager Bros. Excavating,	HO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
127 W. Berry St., Ste. 1200 F.O. Box 1367	COMPANIES AFFORDING COVERAGE						
Fort Wayne, IN 46801	COMPANY LIBERTY MUTUAL						
NSURED	COMPANY CETTER 3						
Kreager Bros. Excavating, Inc.	CCMPANY LETTER 2						
St. Road #5, Box 365 Cromwell, IN 46732	COMPANY D						
	COMPANY LETTER						

THIS CERTIFICATE IS ISSUED AS A MATTER OF IMPORTATION ONLY AND

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE FOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	FOUCY EFFECTIVE	unlicy	EXPIRATION (MM/DD/YY)	LABILITY LIMITS IN THOUSANDS		
TYPE OF INSURANCE GENERAL LIABILITY		TAR SAMUDIYY)	DATE	(MM/DD/YY)		OCCUBPENCE	JGREGATE
COMPREHENSIVE FORM			. ,		BOOKLY NURY	3	8
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NON-OWNED AUTOS GARAGE LIABILITY					DAMAGE	\$	
GARAGE LIABILITY					BI & PD COMBINED	\$	
EXCESS LIABILITY		1//					
OTHER THAN UMBRELLA FORM			1	/	BI & PD COMBINED	\$	\$
WORKERS' COMPENSATION AND	WC1341081637017	6/ 1/87		1/88	STATUTO \$	1.0.0 _{1.A} (CIDENT)
EMPLOYERS' LIABILITY					S	509ASE 1004ce	POLICY LIMIT) EACH EMPLOY
OTHER			/	1	19	- NULMOE	EMOR EMPLOY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Water Conract 87-XP-2; Tokheim

Water Main Extension Geography

City of Fort Wayne Board of Public Works One Main St. Fort Wayne, IN 46802 GENERAL WARREN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 40 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LIFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO CELIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZEE GPRESENTANIE a. Dable

Admn. Appr.

TITLE OF ORDINANCE Contract for Tokheim Water Main Extension Project 87-XP-2
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety
SYNOPSIS OF ORDINANCE The Contract for 87-XP-2, Tokheim Water Main Extension
Project, is necessary to install a ductile iron water main as follows:
For the installation of 11,700+ L.F. of 16" and 4,750+ L.F. of 12" Ductile
Iron Water Main as follows: On Wallen Road from Newberry Drive to Old
Auburn Road; on Chacapeta Pass, Angler Pass and Sakaden Parkway from Lincoln
Village to Wallen Road; on Old Auburn Road from Wallen Road northward to an
easement; within an easement from Wallen Road, eastward and northward to
Dupont Road. Kreager Brothers Excavating, Inc., is the contractor.
PRIOR APPROVAL RECEIVED ON 10/20/87.
EFFECT OF PASSAGE Water Main Extension to serve Tokheim
EFFECT OF NON-PASSAGE
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) 586,863.16
ASSIGNED TO COMMITTEE

	LOKI OF TH	E COMMITTEE O	N CITY	UTILITIES
WE, YOUR COMMITTE	EE ON	CITY UTILITI	ES .	5 00 cm
REFERRED AN (ORD)	[NANCE)	(RESOLUTION)_	approving	the Contract
for Tokheim Wat	ter Main E	xtension Proje	ect - 87-XP	-2, between the
City of Fort Wa	ayne, India	ana and Kreage	er Brothers	Excavating, Inc.,
in connection w	vith the Bo	pard of Public	Works and	Safety
AVE TO REPORT BAC ESCRUTION) DO	K TO THE	COMMON COUNCI	L THAT SAID	(ORDINANCE)
YES				NO
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be fin colu	PAUL VICE THOMA	M. BURNS CHAIRMAN		
muel J. Talare	PAUL VICE THOMA	M. BURNS CHAIRMAN AS C. HENRY		